

M/021/005



Date: 9 January, 1992

To: Mr. Wayne Hedburg
State of Utah, Div. of Oil, Gas, & Mining
355 West North Temple, 3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203

From: Roy Benson Div. Manager-Mining
Keigley Quarry
RFD #1 Box 20-B
Santaquin, Utah 84655

Subject: Permit transfer M / 021 / 005 Comstock Mine, Iron County, Utah

Dear Wayne,

Please find attached the Notice of Intent to Transfer Permit for the Comstock Mine from C.F. & I. to Geneva Steel, along with the notarized transferer and transferee documents.

The requested map of the disturbed area will be forthcoming from Geneva Engineering upon filing the total reclamation plan.

If you have any questions please call. Thanks.

RECEIVED

JAN 10 1992

DIVISION OF
OIL GAS & MINING

Sincerely,

Roy Benson

For Division Use:

File No.: M/021/008

Effective Date: February 28, 1992

DOGM Lead: DWH

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING
355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
(801) 538-5340

RECEIVED

JAN 10 1992

TRANSFER OF NOTICE OF INTENTION
LARGE MINING OPERATIONS

DIVISION OF
OIL GAS & MINING

---ooOoo---

1. (a) Notice of intention to be transferred (file number): M / 021 / 005
- (b) Name of mining operation: COMSTOCK
- (c) Location of mining operation (county): IRON
- (d) Name, telephone number and mailing address of the operator currently holding the notice of intention (transferor):

C.F. & I. STEEL CORP.

P.O. BOX 316

PUEBLO, COLORADO 81002

2. (a) Name, telephone number and mailing address of the operator acquiring the notice of intention (transferee):

BASIC MANUFACTURING & TECHNOLOGIES DBA Geneva Steel

P.O. BOX 2500

PROVO, UTAH 84603 Phone 801-227-9000

- (b) Name, telephone number and address of the authorized representatives of the Transferee to whom any notices under the provisions of the Utah Mined Land Reclamation Act may be sent:

ROY BENSON

RFD #1, BOX 20-B

SANTAQUIN, UTAH 84555 Phone 801-227-9782

3. (a) The total disturbed area identified in the approved notice of intention: 260 acres

(b) The actual number of acres disturbed by the operation through date of transfer: 260

(c) Attach a legal description of above acreages as Appendix "A" and a map of suitable scale with actual disturbed areas clearly shown and identified.

4. This application must be accompanied by a fully executed and signed Reclamation Contract (Form MR-RC).

STATE OF UTAH)
) ss.
COUNTY OF IRON)

FINAL SWORN STATEMENT OF TRANSFEREE

W. Roy Benson being first duly sworn under oath, depose and say that I
am Division Manager-Mining (officer or agent) of Geneva Steel
(Corporation/Company Name); and that I am duly authorized to execute and deliver
the foregoing obligations; that I have read the application and fully understand the
contents thereof; that all statements contained in the transfer application are true and
correct to the best of my knowledge and belief. By execution of this statement, the
Transferee agrees to be bound by the terms and conditions of Notice of Intention
No. M/021/005, the Utah Mined Land Reclamation Act, and the Rules and Regulations
promulgated thereunder.

W. Roy Benson
Signature

Name (Typed or Print)

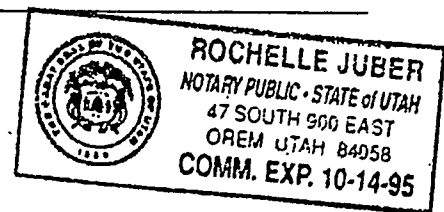
Title

Subscribed and sworn before me this 9 day of Jan, 1992.

Rochelle Juber
Notary Public
Residing at: _____

My commission Expires:

_____, 19____.



STATE OF Colorado)
) ss.
COUNTY OF Pueblo)

SWORN STATEMENT OF TRANSFEROR

I, F. J. Yaklich, Jr. being first duly sworn under oath, depose and say
that I am President & CEO (officer or agent) of CF&I Steel Corporation
(Corporation/Company Name); and that I am duly authorized to execute and deliver
the foregoing obligations; that I have read the said application and fully know the
contents thereof; that all statements contained in the transfer application are true and
correct to the best of my knowledge and belief. By execution of this statement I certify
that the Transferor is in full compliance with the Utah Mined Land Reclamation Act; the
Rules and Regulations promulgated thereunder, and the terms and conditions of Notice
of Intention No. _____ Permit M/021/005

Signature

F. J. Yaklich, Jr.

Name (Typed or Print)

President and CEO

Title

Approved - Legal
12-17-91
mwc

Subscribed and sworn before me this 16th day of December, 19 91.

Notary Public

Residing at: 4606 Cedarweed Blvd.
Pueblo, CO 81001

My commission Expires:

July 24, 19 92

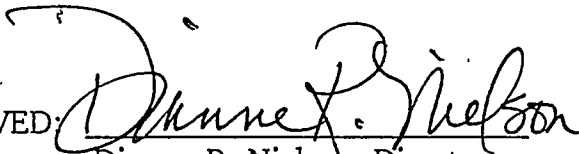
CERTIFICATION OF APPROVAL

This is to certify that I have examined the foregoing application and do hereby grant the same, subject to the following limitations and conditions:

- (a) This transfer of notice of intention grants only the right to affect the lands described in Appendix "A".
- (b) The transferee has provided to the Division a fully executed and signed Reclamation Contract (Form MR-RC). The surety shall be effective on the date of transfer.
- (c) The transferee, or such other person as required by UCA 1953, Title 40-8, has acquired legal right to mine for lands described in Appendix "A".

COMMENTS:

APPROVED:



Dianne R. Nielson, Director
Division of Oil, Gas and Mining

Effective Date: February 28, 1992
NOI No.: M/021/008

MR-TRL

FORM MR-RC
Revised May 30, 1990
RECLAMATION CONTRACT

File Number _____

Effective Date _____

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING

355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
(801) 538-5340

RECEIVED
OCT 18 1990

DIVISION OF
OIL, GAS & MINING

RECLAMATION CONTRACT

---ooOoo---

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.) M/021/005
(Mineral Mined) Iron Ore

"MINE LOCATION":
(Name of Mine) Comstock Mine
(Description) _____

"DISTURBED AREA":
(Disturbed Acres) 260 Acres
(Legal Description) Sec; 30 ; T36S; R13W SEBM.

"OPERATOR":
(Company or Name) Geneva Steel
(Address) Provo, Utah
P.O. Box 20-B RFD #1 SANTAQUIN UTAH
(Phone) 84655
(801) 465 2532

"OPERATOR'S REGISTERED AGENT":

(Name)

(Address)

W. ROY BENSON

P.O. BOX 20-B RFD.1

SANTAQUIN UTAH 84655

(Phone)

(801) 465 2532

"OPERATOR'S OFFICER(S)":

Joseph A. CANNON

ROBERT J. GROW

Dennis Wanlass

"SURETY":

(Form of Surety - Exhibit B)

"SURETY COMPANY":

(Name, Policy or Acct. No.)

"SURETY AMOUNT":

(Escalated Dollars)

"ESCALATION YEAR":

"STATE":

"DIVISION":

"BOARD":

EXHIBITS:

A "DISTURBED AREA":

B "SURETY":

Revision Dates:

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between Operator and the Board.

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. _____ which has been approved by the Division under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim the Disturbed Area in accordance with Operator's approved Reclamation Plan and Operator is obligated to provide surety in form and amount approved by the Board, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Board and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the Notice of Intention, and the Reclamation Plan.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Board, which surety is in the form of the surety attached hereto as Exhibit B and made a part hereof. The surety shall remain in full force and effect according to its terms unless modified by the Board in writing. If the surety contract expressly provides for cancellation, then, not less than 30 days, prior to the expiration date of the surety, the Operator shall provide a replacement surety in a form and amount acceptable to the Board. If the Operator fails to so provide an acceptable replacement surety, the Division may order the Operator to cease further mining activities and to begin reclamation of the site. In addition, if the Operator fails to so provide an acceptable replacement surety, the Division may call or draw upon the full amount of existing surety prior to cancellation or expiration.
3. Operator agrees to pay public liability and property damage claims resulting from mining as determined by the Board or the Division, to the extent provided in the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, and the Reclamation Plan.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention and the Reclamation Plan.
6. Operator agrees to indemnify and hold harmless the State, Board and Division from any claim, demand, liability, cost charge, suit, or obligation of whatsoever nature arising from the failure to Operator or Operator's agents, and employees, or contractor to comply with this Contract.
7. Operator may, at any time, submit a request to the Board to substitute surety. The Board, in its sole judgment and discretion, may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.

8. This Contract shall be governed and construed in accordance with the laws of the State.
9. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including attorneys fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
10. Any breach of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Division, or Board, as appropriate, may revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety, or take such other action as is authorized by law.
11. In the event of forfeiture of the Surety, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
12. This Contract represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.
13. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

SO AGREED this _____ day of _____ 19 _____.

APPROVED AS TO FORM AND AMOUNT OF SURETY:

BY _____
Chairman, Board of Oil, Gas and Mining

DIVISION OF OIL, GAS AND MINING:

By _____
Director

Date

STATE OF _____)
COUNTY OF _____) ss:

On the _____ day of _____, 19 _____, personally appeared before me, who being duly sworn did say that he/she, the said _____ is the Director of the Division of Oil, Gas and Mining, Department of Natural Resources, State of Utah, and he/she duly acknowledge to me that he/she executed the foregoing document by authority of law on behalf of the State of Utah.

Notary Public
Residing at: _____

My Commission Expires:

OPERATOR:

Operator Name: GENEVA STEEL

By Robert A. Johnson Vice President
Corporate Officer - Position

October 1, 1990
Date

STATE OF UTAH)
) ss:
COUNTY OF SALT LAKE)

On the 1st day of October, 19 90, personally
appeared before me Robert A. Johnson who being
by me duly sworn did say that he/she, the said Robert A. Johnson
is the Vice President of Geneva Steel
and duly acknowledged that said instrument was signed on behalf of said company by
authority of its bylaws or a resolution of its board of directors and said
Robert A. Johnson duly acknowledged to me that said
company executed the same.

Julie Ann Myers
Notary Public
Residing at: Salt Lake County, Utah

April 21, 1991
My Commission Expires:

SURETY:

Surety Company

By _____
Company Officer - Position

Date

STATE OF _____)
COUNTY OF _____) ss:

On the _____ day of _____, 19 _____, personally
appeared before me _____ who being
by me duly sworn did say that he/she, the said _____
is the _____ of _____
and duly acknowledged that said instrument was signed on behalf of said company by
authority of its bylaws or a resolution of its board of directors and said
_____ duly acknowledged to me that said
company executed the same.

Notary Public
Residing at: _____

My Commission Expires:

NOTE: An affidavit of Qualification must be completed and attached to this form
for each authorized agent or officer. Where one signs by virtue of Power of Attorney for
a company, such Power of Attorney must be filed with this Contract.



STATE OF UTAH
NATURAL RESOURCES & ENERGY
Oil, Gas & Mining

Scott M. Matheson, Governor
Temple A. Reynolds, Executive Director
Cleon B. Feight, Division Director

4241 State Office Building • Salt Lake City, UT 84114 • 801-533-5771

April 28, 1983

Mr. R. J. Stover, Manager
Corporation Credit & Cash Management
CF & I Steel Corporation
P. O. Box 316
Pueblo, Colorado 81002

RE: Reclamation Surety
Comstock, Duncan, Blowout Mines
ACT/021/005
Iron County, Utah

Dear Mr. Stover:

Thank you for taking care of the oversights regarding the above-referenced bond. Your cooperation is appreciated.

Sincerely,

JAMES W. SMITH, JR.
COORDINATOR OF MINED
LAND DEVELOPMENT

JWS/btb